

**RESTRICTIONS
CAROLINE PINES INCORPORATED RESORT DEVELOPMENT
CAROLINE COUNTY, VIRGINIA**

The Warranty Deed from SELLER (Grantor) to PURCHASER (Grantee) shall contain the following restrictive covenants:

1. **USE:** Said lots shall be used exclusively for residential purposes except those lots that may be designed, subject to rezoning (if any) and zoned as business or commercial areas on the plats by Caroline Pines Incorporated.

2. **SINGLE FAMILY, QUALITY:** Not more than one single family dwelling house may be erected or constructed on any one lot, nor more than one building for garage or storage purposes and provided further that no building or structure of any kind shall be erected prior to the erection of a dwelling house. No accessory to temporary building shall be used or occupied as living quarters. No structure shall have tar paper, roll brick siding or similar material on outside walls. No house trailers, shacks or similar structures shall be erected, moved to or placed upon said premises. All building exteriors must be completed within six months from the date construction commences. Tents and campers may be used in designated camping areas, subject to rules and regulations outlined in the Property Owners Association By-Laws.

3. **SIZE, SET-BACK:** No residence shall have less than 900 square feet of living space on the ground floor, or first floor, exclusive of porch area. All foundations and structural plans for any building or structure are subject to the approval of the Caroline Pines Architectural Control Committee. For which a fee of \$25.00 shall be charged for filing, review and approval. No porch or projection of any building shall extend nearer than thirty (30) feet to any road rights-of-way, nor nearer than fifteen (15) feet to the property line of any abutting property owner, nor within one-hundred and ten (110) feet from the normal water line of the lakes or the North Anna River, as shown on recorded plats.

4. **SEWERAGE:** No outside toilet shall be allowed on the premises. No untreated waste shall be permitted to enter into any waterway. Each dwelling shall have an individual sanitary unit, if not connected to a central sewerage system at rates established. The owner of any lot shall install a septic type of sewage treatment plant, or any other type with the recommendation of the said Caroline County Health Department, if not on a central system. All sanitary units must conform to the recommendation of the said Caroline County Health Department and Caroline Pines Incorporated, or its assigns. Any malfunction of any system, after being reported to the lot owner by the Caroline County Health Department and not repaired within seven (7) days may be cause for termination of water service until such repairs are affected.

No individual water wells shall be allowed on any residential lot and each resident shall use the water supply, if any, from the utility supplying water to the development.

5. **NUISANCE:** No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood. No animals or fowl shall be kept or maintained on the said lot except customary household pets, except horses and ponies on lots designated for their use.

No signs of any kind shall be displayed on any lot without the written permission of Caroline Pines Incorporated, or its successors or assigns. All lots must be kept in a tidy manner. Failure to do so will result in maintenance of said lot by the Property Owners Association in which event a proper charge for same will be levied, and collected as provided in Restriction 8 hereof.

6. **BOAT DOCKS:** No boat docks, floats or other structures extending into any lake shall be constructed or placed into or on said lake without prior written approval of Caroline Pines Incorporated, or its successors or assigns. Use of the lakes shall be in compliance with the rules and regulations of the Property Owners Association, Inc.

7. **EASEMENTS:** Caroline Pines Incorporated, for itself, its successors and licensees reserves a fifteen (15) foot wide easement along all road rights-of-way and a fifteen (15) foot wide easement along the side and rear lines of each and every lot for the purpose of installing, operating, and maintaining utility lines and mains thereon, together with the right to trim and/or cut or remove any trees and or brush and the right to locate guy wires, braces and anchors wherever necessary for said installations, operations or maintenance, together with the right to install, operate and maintain gas and water mains, sewer lines, culverts and drainage ditches, and other services and appurtenances thereto, for the convenience of the property owners, reserving also the rights of ingress and egress to such areas for any of the purposes mentioned above. Exceptions (1) where an owner of two or more adjoining lots constructs a building which shall cross over or through a common lot line, said common lot line shall not be subject to the aforementioned easement unless it is shown on recorded plats, (2) no easement shall exist on that portion of any waterfront lot running along or abutting the shoreline of any lake or river unless shown on the recorded plats, except, however, Caroline Pines Incorporated for itself, its successors, assigns and licensees reserves the right to cause or permit drainage of surface waters over and/or through said lots. Caroline Pines Incorporated, its successors or assigns, reserves an easement on, over or under all road rights-of-way for the purpose of installing, operating and maintaining the above mentioned utilities and drainage. The owners of said property shall have no cause of action against Caroline Pines Incorporated, its successors, assigns, or licensees either at law or in equity exception in case of willful negligence, by reason of any damages caused said property in installing, operating, removing or maintaining the above mentioned installations.

8. **MAINTENANCE FEES:** Each lot owner in Caroline Pines Development shall be subject to an annual charge of \$48.00 which he agrees to pay to Caroline Pines Property Owners Association, Inc., its successors and assigns, annually, on the 1st day of April (as provided in the Code of Regulations of said Association) commencing in the year following the date owners, irrespective of whether the privileges of using such areas are exercised or not. Grantee agrees that the use of any of the above mentioned areas shall be subject to approval of Grantee, his heirs, executors of assigns, for membership in Caroline Pines Property Association, Inc., as herein provided and to comply with all rules and regulations from time to time promulgated by said Association. Grantee, for himself, his heirs, executors and assigns, further agrees that the charges herein set forth shall be and constitute a debt which may be collected by suit in any court of competent jurisdiction or otherwise, and that upon the conveyance of any part of the land described herein, the purchaser thereof and each and every successive owner and/or owners shall from the time of acquiring title covenant and agree, as aforesaid, to pay to Caroline Pines Property

Owners Association, Inc., its successors, and assigns, all charges past and, for future as provided in, and in strict accordance with, the terms and provisions hereof.

As part of the consideration herein, Grantee for himself, his heirs, executors or assigns, agrees that he will not sell, assign or convey to any person, or persons, not approved for membership in Caroline Pines Property Owners Association, Inc., and all persons owning residential lots in said Development shall be members of said Association.

9. WATER AVAILABILITY: Grantee for himself, his heirs, executors or assigns, agrees that as a consideration of sale, and as a condition precedent to the installation of water mains adjacent to the lots as herein described and as appears on the map of Caroline Pines Development, which said mains are to be located by Caroline Pines Incorporated, its successors or assigns, that the Grantee(s) jointly and severally promise to pay to the Grantor or its assigns a minimum of \$4.00 per month, payable annually in advance, so long as water service is available. Payment thereof for the first year or part thereof shall be due on the first day of the month immediately following the availability of water service to Grantee, his heirs, executors or assigns, for the period beginning with said month and ending on March 31st subsequent thereto, and thereafter, due and payable in the amount of \$24.00 semi-annually in advance on the first day of April and November of each year. The forgoing charge is for the availability as well as the full use of water service. At the time the cost of the original installation has been recovered through the payments above described, the water system shall be the sole property of the Caroline Pines Property Owners Association, Inc., at which time, new, lower rates may be prescribed. The grantor, its successors or assigns, upon receiving a written request and \$195.00 will install a water service connection from the main to the Grantee's lot line, as soon as water is available.

Charges for water service and for the availability of water service which are not paid within ten (10) days after the first day of the month in which they are due shall be increased by a ten percent (10%) overdue charge. Any costs incurred by the Grantor, its successors or assigns, in the collection of the aforesaid charges shall be borne by the Grantee, his heirs, executors or assigns. It is understood and agreed that the above-mentioned considerations, if unpaid, shall constitute a lien encumbrance on or against said lot, tract or parcel of lands, which lien shall be equal to and shall participate with other liens as provided by law. With regard to the agreement to pay the Grantor, its successors or assigns, the aforesaid charges, the Grantee, his heirs, executors or assigns, and each successive Grantee, authorizes and empowers any attorney at law to appear in any court of record in the State of Virginia, or elsewhere, from time to time and as many times as shall be deemed necessary by Grantor, its successors or assigns, and waive the issuing and service of process and confess a judgment against said grantee, his heirs, executors, assigns or successors or successive grantees, in favor of such Grantor, its successors or assigns, for the amount then due, together with cost of suit, with or without declarations, without defalcations and without stays of execution and thereupon release all errors and waive all rights of appeal.

10. GARBAGE: No lots shall be used as a dumping ground for rubbish. Any waste shall be kept in sanitary containers. Any equipment, container or incinerator shall be kept in neat and unsightly condition.

11. COVENANTS RUNNING WITH LAND: These restrictions shall be considered as covenants running with the land, and shall bind the Grantees, their heirs, executors, administrators, successors, and assigns, and if said Grantees, their heirs, executors, administrators, successors, and assigns, shall violate, or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any land in the subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions either to prevent him or them from doing so, or to recover damages from such violation. The restrictions, conditions, covenants or agreements set forth in Paragraph 1, 4, 7, 9, 10 shall continue in perpetuity. All the other restrictions, conditions, covenants or agreements contained herein shall continue until January 1, 1973, and the same may be thereafter, and from time to time, changed, altered amended, revoked in whole or in part by the owners of the lots in the development whenever the owners of at least two-thirds of the said lots so agree in writing. And invalidation of any one of these covenants or restrictions shall in no way affect any other of the provisions thereof which shall thereafter in full force and effect.

Transcribed on June 10, 2009 from the original Document obtained by CPPOA Attorney, Scott Pugh on June 10, 2009. Verified by the Board of Directors on July 12, 2009, to be an accurate transcript of the original document that is in affect as it was written and recorded in Book 171 Page 194, in September of 1968. Original copy received from Attorney Scott Pugh is in the possession of Caroline Pines Property Owners Association Principle Office, and may be viewed during normal business hours.

Attesting to be a true and accurate transcript of the original Restrictions and Covenants Running with Land as presented on July 12, 2009.